Page 67

The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained. then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Stevenson, Washington this 9th day of January, 1947.

Clifford J. Bash (SEAL)

STATE OF WASHINGTON ss. County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 20th day of March 1947 personally appeared before me Clifford J. Bash, a single man, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly Notary Public in and for the State of Washington residing at Stevenson, therein.

Filed for record March 25, 1947 at 10-20 a.m. by Frank E. Voorhees

Skamania County Auditor

#36450

W. R. Shores et ux to Moffetts Hot Springs Company

 ${ t MORTGAGE}$

THE MORTGAGORS, W. R. SHORES and BERNIECE SHORES, husband and wife, hereby mortgage to MOFFETTS HOT SPRINGS COMPANY, a Washington corporation, the following described real property situated in the County of Skamania, State of Washington, to-wit:

The following described real property: Beginning at the common section corner between Sections 16, 17, 20 and 21 in Township 2 North, Ringe 7, Early of the Willamette Meridian, and running then de North line of the Sections 16 and 17 to its intersection with the North line of a road known as the Moffetts-Carpenter Poad, being the true plint of beginning of the tract herein described thence following the North line of said road in a northerly and Easterly direction to a point where the same intersects the Westerly line of the right of way of the Bonneville-Coule transmission line; thence following the Westerly line of said transmission line; thence following the B. B. Bishop Donation Land Claim: thence Westerly along the B. B. Bishop Donation Land Claim; thence Westerly along the North line of said B. B. Bishop Donation Land Claim to the Northwest corner of said claim; thence Southerly on the West line of said claim to the North line of said Moffetts-Carpenter road; thence Easterly, along the North line of said Moffetts-Carpenter road to the point of beginning, containing approximately 45 acres, more or less.

To secure the payment of the sum of Ten Thousand (\$10,000.00) Dollars and interest thereon in accordance with the tenor of a certain promissory note of even date herewith, of which the following is substantially a copy:

> \$10,000.00 Vancouver, Washington, February 19, 1947 For value received, I promise to pay to Moffetts Hot